



TOWN OF BUCKEYE

**REQUEST FOR PROPOSALS
FOR
STORAGE AREA NETWORK (SAN)**

Town of Buckeye
530 East Monroe
Buckeye, Arizona 85326

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number:	2012-141
Solicitation Title:	Storage Area Network
Release Date:	September 21, 2012
Advertisement Dates:	September 21 st and 28 th , 2012
Pre-Submittal Conference:	October 2, 2012 at 2:00 p.m.
Town of Buckeye 1 st Floor Executive Conference Room 530 E. Monroe Avenue Buckeye, Arizona 85326	
Final Date for Inquiries:	October 4, 2012 at 3:00 p.m.
Proposal Due Date and Time:	October 16, 2012 at 3:00 p.m.
Shortlist Announced for Oral Interviews:	November 5, 2012
Oral Interviews and Hands-On Demos:	November 15, 2012
Target Town Council Award Date:	December 18, 2012
Anticipated Agreement Start Date:	January 1, 2013
Town Representative:	Deborah Fasano dfasano@buckeyeaz.gov 623-349-6174

- * In the event that a Vendor can not be selected based solely on Proposals submitted, Oral Interviews may be conducted at the Town's sole discretion.
- ** The Town of Buckeye reserves the right to amend the solicitation schedule as necessary.

Table of Contents

Part A

- I. RFP Process, Award of Agreement
- II. Proposal Format; Scoring
- III. Oral Interviews; Scoring
- IV. Vendor Information Form

Part B

Sample Professional Services Agreement

ARTICLE I. RFP PROCESS; AWARD OF AGREEMENT

1. Purpose; Scope of Work. The Town of Buckeye, Department of Information Technology (the “Town”) is issuing this Request For Proposals (this “RFP”) for experienced and highly qualified firms (“Vendors”) interested in providing and install a new Storage Area Network (SAN) solution, as more particularly described in the Scope of Work attached to the sample Professional Services Agreement as Exhibit C (the “Services”), and incorporated herein by reference. In accordance with the Town’s Procurement Code, the Town will accept sealed proposals (“Proposals”) for the Services.

1.1 Background and Objective. The Town requires a Storage Area Network (SAN) device(s) to be deployed at their main data center in the Information Technology (IT) facility. The device(s) will be comprised of a primary unit or set of units in the IT facility and a replication partner(s) that will be located at an alternate location (for disaster recovery). Specifically, the Town seeks to achieve the following objectives:

- Acquire a stable and scalable solution for the Town’s growing data infrastructure.
- Increase performance for database applications.
- Centrally manage disk space to optimize use and performance.
- Take advantage of disaster recovery technologies inherent in software already in use at the Town.

The Town is soliciting proposals from experienced and highly qualified firms to provide and install a new Storage Area Network (SAN) solution. An award from this RFP is expected to result in a firm, fixed price contract for the purchase, installation and configuration of a SAN solution. The solution should include maintenance for not less than three years; cover software upgrades and hardware failure; and have an option to extend coverage for additional years.

The proposed SAN solution should include a minimum of 45 TB’s of writeable disk capacity and the flexibility to increase writeable disk capacity by 20TB’s without the need to replace, modify, or add to the delivered SAN equipment; the exception being additional disk drives as needed.

2. Preparation/Submission of Proposal. Vendors are invited to participate in the competitive selection process for the Services outlined in this RFP. Responding parties shall review their Proposal submissions to ensure the following requirements are met.

2.1 Irregular or Non-responsive Proposals. The Town shall consider as “irregular” or “non-responsive” and reject any Proposal not prepared and submitted in accordance with this RFP, or any Proposal lacking sufficient information to enable the Town to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection. Proposals may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the Town:

- A. Vendor does not meet the minimum required skill, experience or requirements to perform or provide the Service.

PART A

B. Vendor has a past record of failing to fully perform or fulfill contractual obligations.

C. Vendor cannot demonstrate financial stability.

D. Vendor's Proposal contains, in the opinion of the Town Manager or authorized designee, false, inaccurate or misleading statements.

2.2 Submittal Quantities. Interested Vendors must submit **one (1) original** and **five (5) copies (six (6) total submittals)** of the Proposal. In addition, interested parties must submit **one (1) original copy** of the Proposal on a CD-ROM (or electronic media approved by the Town) in printable Adobe or Microsoft Word format (or other format approved by the Town). Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

2.3 Required Submittal. The Proposal shall be submitted with a cover letter signed by a person authorized to bind the Vendor. Proposals submitted without a cover letter **signed** by a person authorized to bind the Vendor shall be considered non-responsive. The Proposal shall be a maximum of **fifteen (15)** pages to address the Proposal criteria (excluding resumes, the Vendor Information Form, but including the materials necessary to address Project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. However, one page may be substituted with an 11" x 17" sheet of paper, folded to 8 1/2" x 11", showing a proposed Project schedule or organizational chart and only having information on one side. Cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or Proposal criteria responses. Failure to adhere to the page limit and size criteria may result in the Proposal being considered non-responsive. The Town prefers a minimum font size of **11 pt, Arial or Times New Roman**.

2.4. Vendor Responsibilities. All Vendors shall (A) examine the entire RFP, (B) seek clarification of any item or requirement that may not be clear, (C) check all responses for accuracy before submitting a Proposal and (D) submit the entire Proposal by the Proposal Due Date and Time. Late Proposals will not be considered. A Vendor submitting a late Proposal shall be so notified. Negligence in preparing a Proposal confers no right of withdrawal after the Proposal Due Date and Time.

2.5. Sealed Submittals. All Proposals shall be sealed and clearly marked with the RFP number and title, **Storage Area Network (RFP 2012-141)**, on the lower left hand front corner of the mailing envelope. A return address must also appear on the outside of the sealed Proposal. The Town is not responsible for the pre-opening of, post-opening of, or the failure to open, any Proposals not properly addressed or identified.

2.6. Pricing. The Vendor shall submit the same number of copies of the Fee Proposal as described in Section I, 2.2 in a separate, sealed envelope enclosed with the Vendor's Proposal. Pricing shall be inclusive of all of the Services in the Scope of Work as described in

PART A

the Professional Service Agreement in Exhibit C. A sample Fee Proposal is attached to the Professional Service Agreement as Exhibit D.

2.7. Address. All Proposals shall be directed to the following address: Town of Buckeye, 530 East Monroe, Buckeye, Arizona, 85326, or hand-delivered to the same address by the Proposal Due Date and Time indicated on the cover page of this RFP.

2.8. Pricing Errors. If price is a consideration and in case of error in the extension of prices in the Proposal, the unit price shall govern. Periods of time, stated as number of days, shall be calendar days.

2.9. Proposal Irrevocable. In order to allow for an adequate evaluation, the Town requires the Proposal to be valid and irrevocable for **90** days after the Proposal Due Date and Time indicated on the cover of this RFP.

2.10 Amendment/Withdrawal of Proposal. At any time prior to the specified Proposal Due Date and Time, a Vendor (or designated representative) may amend or withdraw its Proposal. Any erasures, interlineations, or other modifications in the Proposal shall be initialed in **original ink** by the authorized person signing the Proposal. Facsimile, electronic (e-mail) or mailgram Proposal amendments or withdrawals will not be considered. No Proposal shall be altered, amended or withdrawn after the specified Proposal Due Date and Time.

3. Cost of Proposal Preparation. The Town does not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Vendor is responsible for all costs incurred in responding to this RFP. All materials and documents submitted in response to this RFP become the property of the Town and will not be returned.

4. Inquiries.

4.1 Written/Verbal Inquiries. Any question related to the RFP shall be directed to the Town Representative whose name appears on the cover page of this RFP. Questions shall be submitted in writing or via e-mail by the close of business on the Final Date for Inquiries indicated on the cover page of this RFP (A) at the Pre-Submittal Conference on the date indicated on the cover page of this RFP (if such Pre-Submittal Conference is held) or (B) after the Pre-Submittal Conference but before the Final Date for Inquiries indicated on the cover page of this RFP. Verbal inquiries shall not be accepted. In the event the Town is closed on the Final Date for Inquiries, the Vendor shall submit the question(s) to the Town Representative via e-mail. Any inquiries related to this RFP shall refer to the number and title, page and paragraph. However, the Vendor shall not place the RFP number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Proposal and may not be opened until after the Proposal Due Date and Time.

4.2 Inquiries Answered. Written questions will be read and answered at the Pre-Submittal Conference on the date indicated on the cover page of this RFP. Verbal or

PART A

telephone inquiries **will not be answered**. Within two business days following the Pre-Submittal Conference, answers to all questions received in writing or via e-mail at the Pre-Submittal Conference will be mailed, sent via facsimile and/or e-mailed to all parties who obtained an RFP package from the Town and who legibly provided their mailing address, facsimile and/or e-mail address to the Town. No questions, submitted in any form, will be answered after the Final Date for Inquiries listed on the cover of this RFP.

5. Pre-Submittal Conference. A Pre-Submittal Conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this RFP. This conference may be designated as mandatory or non-mandatory on the cover page of this RFP. Additionally, if the Pre-Submittal Conference is designated as mandatory, failure to attend shall render that Vendor's Proposal non-responsive. Vendors are strongly encouraged to attend those Pre-Submittal Conferences designated as non-mandatory. The purpose of this conference will be to clarify the contents of this RFP in order to prevent any misunderstanding of the Town's requirements. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to the Town at this conference. The Town will then determine if any action is necessary and may issue a written amendment or addendum to the RFP. Oral statements or instructions will not constitute an amendment or addendum to this RFP. Any addendum issued as a result of any change in this RFP shall become part of the RFP and must be acknowledged in the Proposal submittal. Failure to indicate receipt of the addendum shall result in the Proposal being rejected as non-responsive.

6. Payment Requirements; Payment Discounts. Any Proposal that requires payment in less than 30 calendar days shall not be considered. Payment discounts of 30 calendar days or more will not be deducted from the Proposal price in determining the low Proposal. However, the Town shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

7. Federal Excise Tax. The Town is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

8. Public Record. All Proposals shall become the property of the Town and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the Town's Procurement Code.

9. Confidential Information. The Town neither requests nor encourages the submission of confidential information. Information submitted will be open for public inspection. However, if a Vendor believes that a Proposal or protest contains information that should be withheld from the public record, a statement advising the Town Representative of this fact shall accompany the submission and the information shall be identified. The information identified by the Vendor as confidential shall not be disclosed until the Town Representative makes a written determination. The Town Representative shall review the statement and information and shall determine in writing whether the information shall be withheld. If the Town Representative determines to disclose the information, the Town Representative shall inform the Vendor in writing of such determination.

PART A

10. Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall (A) be registered with the Arizona Corporation Commission, be in good standing and authorized to do business in Arizona and (B) obtain any licenses or permits required to do business in the Town. The Vendor shall provide licensure information with the Proposal. Corporations and partnerships shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

11. Certification. By submitting a Proposal, the Vendor certifies:

11.1 No Collusion. The submission of the Proposal did not involve collusion or other anti-competitive practices.

11.2 No Discrimination. To the extent applicable to the Services sought pursuant to this solicitation, that it shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.

11.3 No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a Town employee, officer or agent in connection with the submitted Proposal. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the Town Manager, Assistant Town Managers, Department Heads, and other Town staff. All contact must be addressed to the Town's Procurement Agent, except for questions submitted as set forth in Section 4, Inquiries, above. Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Agreement.

11.4 Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.

11.5 No Signature/False or Misleading Statement. Failure to sign the Proposal, or signing it with a false or misleading statement, shall void the submitted Proposal and any resulting Agreement.

11.6 Professional Services Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Professional Service Agreement including the Scope of Work and other Exhibits.

12. Award of Agreement.

12.1 Selection. A Selection Committee composed of representatives from the Town will conduct the selection process according to the schedule listed on the cover page of this RFP. Proposals shall be opened at the time and place designated on the cover page of this RFP. The name of each Vendor and the identity of the RFP for which the Proposal was

PART A

submitted shall be publicly read and recorded in the presence of witnesses. PRICES SHALL NOT BE READ. The Selection Committee shall award the agreement to the responsible and responsive Vendor whose Proposal is determined, in writing, to be the most advantageous to the Town and best meets the overall needs of the Town taking into consideration the scoring criteria set forth in this RFP. The amount of applicable transaction privilege or use tax of the Town shall not be a factor in determining the most advantageous Proposal. After the Town has entered into an Agreement with the successful Vendor, the successful Proposal and the scoring documentation shall be open for public inspection.

12.2 Line Item Option. Unless the Proposal states otherwise, or unless otherwise provided within this RFP, the Town reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the Town.

12.4 Multiple Award. The Town, at its sole discretion, may elect to enter into Agreements with multiple Vendors who are qualified to provide the services. The final terms and conditions of the proposed Agreement will be negotiated by the City with the successful offerors.

12.3 Form of Agreement. The selected Vendor will be required to execute the Town's standard Professional Services Agreement in a form acceptable to the Town Attorney. A sample of the standard agreement is included with this RFP. If the Town is unsuccessful in negotiating an Agreement with the highest-scoring Vendor, the Town may then negotiate with the second, then third, highest-scoring Vendor until an Agreement is executed. The Town Council approval may be required. The Town reserves the right to terminate the selection process at any time.

12.4 Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFP, the Town expressly reserves the right to: (A) waive any immaterial defect or informality, (B) reject any or all Proposals or portions thereof and (C) reissue an RFP.

12.5 Protests. Any Vendor may protest this RFP issued by the Town, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the Town Procurement Code.

13. Offer. A Proposal is an offer to contract with the Town based upon the terms, conditions and specifications contained in this RFP and the Vendor's responsive Proposal, unless any of the terms, conditions, or specifications is modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Vendor has signed, and the Town has approved, a professional services agreement between the Town and the Vendor in the form acceptable to the Town Attorney. A sample Professional Service Agreement is included herein.

ARTICLE II. PROPOSAL FORMAT; SCORING

Upon receipt of a Proposal, each submittal will be reviewed for compliance with the Proposal requirements by the Selection Committee. Proposals shall be organized and submitted in the

PART A

format as outlined below. Failure to conform to the designated format, standards and minimum requirements shall result in a determination that the Proposal is non-responsive. Additionally, the Selection Committee will evaluate and award points to each Proposal based upon the scoring criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria and not the minimum number that the Selection Committee may award. If necessary, the Selection Committee may conduct oral interviews with at least three (3), but not more than five (5) of the highest ranked Vendors based upon the Proposal submittal scoring.

Section 1: General Information**5 pts**

- A. One page cover letter as described in Article I, Section 2.3 above.
- B. Explain the legal organization of the Vendor. Provide identification information of the Vendor. Include the legal name, address, identification number and legal form of the Vendor (e.g., partnership, corporation, joint venture, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this Section for each member. If the Vendor is a wholly owned subsidiary of another company, identify the parent company. Provide the name, address and telephone number of the person to contact concerning the Proposal.
- C. Identify the location of the Vendor's principal office and the local work office, if different.
- D. Provide a general description of the Vendor that is proposing to provide the Services, including number of years in business.
- E. Identify any contract or subcontract held by the Vendor or officers of the Vendor that have been terminated within the last five years. Briefly describe the circumstances and the outcome.
- F. Identify any claims against Vendor arising from a contract which resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome.
- G. Vendor Information Form (may be attached as separate appendix).

Section 2: Experience and Qualifications of the Vendor**25 pts**

- A. Provide a detailed description of the Vendor's experience in providing similar services to municipalities or other entities of a similar size to the Town specifically explaining experience that demonstrates the firm's capability to successfully furnish the services and perform the requirements necessary to provide administration of the Program.
- B. Provide a list of at least three (3) organizations of a similar size or similar operation to the Town for which similar services have been performed within the last five years. This list shall include, at a minimum, the following:

PART A

- (i) Name of company or organization.
- (ii) Contact name.
- (iii) Contract address, telephone number and e-mail address.
- (iv) Type of services provided.

The above information must be current, as this will be used to verify references. Inability of the Town to verify references shall result in the Proposal being considered non-responsive.

Section 3: Key Positions**25 pts**

A. Identify each key personnel member that will render services to the Town including title and relevant experience required, including the proposed Project Manager.

B. Indicate the roles and responsibilities of each key position. Include senior members of the Vendor only from the perspective of what their role will be in providing services to the Town. Identify key staff responsible for day-to-day operations regarding the Agreement, oversight and management personnel, and the location of the facility from which the Vendor would operate.

C. If a subcontractor will be used for all work of a certain type, include information on this subcontractor. A detailed plan for providing supervision must be included.

D. Attach a résumé and evidence of certification, if any, for each key personnel member and/or subcontractor to be involved in this project. Résumés should be attached together as a single appendix at the end of the Proposal and will not count toward the Proposal page limit.

Section 4: Technical Specifications and Requirements**30 pts**

A. At a minimum, respond to each item listed in the technical requirements set forth in the Scope of Work on a point-by-point basis. The information submitted according to this Section 4 shall contain sufficient detail to convey the Vendor's knowledge of the subjects and skills necessary to successfully perform the services.

B. Describe any alternate approaches if it is believed that such an approach would best suit the needs of the Town. Include rationale for alternate approaches, and indicate how the Vendor will ensure that all efforts are coordinated with the Town's requirements.

Section 6: Pricing**15 pts**

Vendor shall submit the same number of copies of the Fee Proposal as described in Article I, Section 2.6 in a separate, sealed envelope enclosed with the Vendor's Proposal with the signature of the representative of the Vendor who is authorized to make such an offer. The Fee Proposal shall be attached as Exhibit D of the Professional Service Agreement.

Total Possible Points for Proposal:**100****ARTICLE III. ORAL INTERVIEWS; SCORING**

In the event that a Vendor cannot be selected based solely on the Proposals submitted, up to three Vendors may be selected for oral interviews. The selected Vendors will be invited to participate in discussions with the Selection Committee and provide a hands-on demonstration of the operation and use of their proposed solution on the date indicated on the cover page of this RFP. Award of points will be based upon the criteria as outlined below. Vendors may be given additional information for these oral interviews. These discussions will relate less to the past experience and qualifications already detailed in the Proposals and relate more to identification of the Vendor's program approach and to an appraisal of the people who would be directly involved in this Services for this RFP.

Oral Interview

10	General Information
25	Experience and Qualifications of the Vendor
20	Key Positions
45	Proposed services provided and Technical Requirements to include a hands-on demonstration of the operation and use of proposed solution. This can be accomplished either in a test environment or a production site and may be done remotely if feasible.
100	Total Possible Points for Oral Interview

ARTICLE IV. VENDOR INFORMATION FORM

By submitting a Proposal, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

VENDOR SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

CITY STATE ZIP

DATE

WEB SITE: _____

EMAIL ADDRESS: _____

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

- _____ Small Business Enterprise (SBE)
_____ Minority Business Enterprise (MBE)
_____ Disadvantaged Business Enterprise (DBE)
_____ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

If yes, please provide details and documentation of the certification.

**SAMPLE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF BUCKEYE
AND**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of _____, 2012, between the Town of Buckeye, an Arizona municipal corporation (the "Town") and _____, a(n) _____ (the "Consultant").

RECITALS

A. The Town issued a Request for Proposals entitled "_____" (_____) (the "RFP"), attached hereto as Exhibit A and incorporated herein by reference, seeking proposals from vendors interested in providing professional _____ consulting services.

B. The Consultant submitted a proposal in response to the RFP (the "Proposal"), attached hereto as Exhibit B and incorporated herein by reference, and the Town desires to enter into an Agreement with the Consultant for the Consultant to prepare and present alternative plans for the purpose of restructuring the six electoral districts for Town Council member seats (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until _____ (the "initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial term, this Agreement may be reviewed for up to four successive on-year terms (each, a "Renewal Term") if (i) it is deemed in the best interest of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of the Agreement, the Consultant approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. The Consultant's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this

PART B

Agreement; provided, however, that the Town may, at its discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. The Consultant shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit C and incorporated herein by reference.

3. Compensation. The Town shall pay Consultant in the amounts not to exceed at the rates as set forth in the Fee Proposal, attached hereto as Exhibit D and incorporated herein by reference.

4. Payments. The Town shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Documents. All documents prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town.

6. Consultant Personnel. The Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. The Consultant agrees to assign specific individuals to key positions. The Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, The Consultant shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel of substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the Town at reasonable times during the Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the Town.

8. Licenses; Materials. The Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The Town has no obligation to provide the Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The Town has no obligation to provide tools, equipment or material to the Consultant.

PART B

9. Performance Warranty. The Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of the Consultant, the Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect the Consultant. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve the Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage Parts of this Agreement.

PART B

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.

E. Primary Insurance. The Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.

F. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of the Consultant. The Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

G. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. The Consultant shall be solely responsible for any such deductible or self-insured retention amount.

H. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, the Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and the Consultant. The Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

I. Evidence of Insurance. Prior to commencing any work or services under this Agreement, the Consultant will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by the Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the Town's acceptance of the Consultant's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it

PART B

shall be the Consultant's responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title of this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The Town, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(b) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability - Follow Form to underlying insurance.

(2) The Consultant's insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against the Town, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by the Consultant under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

A. Commercial General Liability. The Consultant shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit.

PART B

The policy shall cover liability arising from premises, operations, independent consultants, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. The Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on the Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Services, and the Consultant shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above.

D. Workers' Compensation Insurance. The Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

PART B

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially change without 30 days' prior written notice to the Town.

12. Applicable Law; Venue. In the performance of this Agreement, the Consultant shall abide by and conform to any and all laws of the United States, State of Arizona and the Town of Buckeye, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

13. Termination; Cancellation.

13.1 For Town's Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by the Consultant of written notice by the Town. Upon termination for convenience, the Consultant shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination.

13.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to the Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the Town to the Consultant for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

13.5 Gratuities. The Town may, by written notice to the Consultant, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is cancelled by the Town pursuant to this provision, the Town shall be

entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to 150% of the gratuity.

13.6 Agreement Subject to Appropriation. The provisions of this Agreement for payment of funds by the Town shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The Town shall be the sole judge and authority in determining the availability of funds under this Agreement and the Town shall keep the Consultant fully informed as to the availability of funds for the Agreement. The obligation of the Town to make any payment pursuant to this Agreement is a current expense of the Town, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the Town. If the Town Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the Town and the Consultant shall be relieved of any subsequent obligation under this Agreement.

14. Miscellaneous.

14.1 Independent Contractor. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. The Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of the Consultant, its employees or subcontractors. The Consultant, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as the Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above. The Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. The Town and the Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (A) existing and future Town and County ordinances and regulations, (B) existing and future state and federal laws and (C) existing and future Occupational Safety and Health Administration ("OSHA") standards.

14.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Consultant.

14.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not

PART B

inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

14.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

14.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any Town payments issued hereunder and the Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment. No right or interest in this Agreement shall be assigned by the Consultant without prior, written permission of the Town signed by the Town Manager and no delegation of any duty of the Consultant shall be made without prior, written permission of the Town signed by the Town Manager. Any attempted assignment or delegation by the Consultant in violation of this provision shall be a breach of this Agreement by the Consultant.

14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for

services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

14.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Consultant any amounts the Consultant owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Consultant any amounts the Consultant owes to the Town for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

14.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (C) given to a recognized and reputable overnight delivery service, to the address set forth below or (D) delivered by facsimile transmission to the number set forth below:

If to the Town: Town of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Facsimile: (623) 349-6098
Attn: Stephen S. Cleveland, Interim Town Manager

With copy to: GUST ROSENFELD, P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Facsimile: (602) 254-4878
Attn: Scott W. Ruby, Esq.

If to Consultant: _____

Facsimile: _____

Attn: _____

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (D) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform the Consultant's duties under this Agreement. Persons requesting such information should be referred to the Town. The Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Consultant as needed for the performance of duties under this Agreement.

14.16 Information Technology.

A. Limited Access. If necessary for the fulfillment of the Agreement, the Town may provide the Consultant with non-exclusive, limited access to the Town's information technology infrastructure. The Consultant understands and agrees to abide by all the Town policies, standards, regulations and restrictions regarding access and usage of the Town's information technology infrastructure. The Consultant shall enforce all such policies, standards, regulations and restrictions with all the Consultant's employees, agents or any tier of subcontractor granted access in the performance of this Agreement, and shall be granted and authorize only such access as may be necessary for the purpose of fulfilling the requirements of the Agreement.

B. Data Confidentiality. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to the Consultant in connection with this Agreement is confidential, proprietary information owned by the Town. Except as specifically provided in this Agreement, the Consultant

PART B

shall not disclose data generated in the performance of the service to any third person without the prior, written consent of the Town Manager or authorized designee.

C. Data Security. Personal identifying information, financial account information, or restricted Town information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Consultant must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted Town information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed.

E. Compromised Security. In the event that data collected or obtained by the Consultant in connection with this Agreement is believed to have been compromised, the Consultant shall notify the Town Manager, or authorized designee, immediately. The Consultant agrees to reimburse the Town for any costs incurred by the Town to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

F. Permitted Access. The Consultant's employees, agents and subcontractors must receive prior, written approval from the Town before being granted access to the Town's information technology infrastructure and data and the Town, in its sole determination, shall determine accessibility and limitations thereto. The Consultant agrees that the requirements of this Section shall be incorporated into all subcontractor/subconsultant agreements entered into by the Consultant. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

G. Survival. The obligations of the Consultant under this Section shall survive the termination of this Agreement.

14.17 Records and Audit Rights. The Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any consultant and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Consultant and its subcontractors are complying with the warranty under subsection 14.18 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on the Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.18 below. To the

PART B

extent necessary for the Town to audit Records as set forth in this subsection, the Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the Consultant pursuant to this Agreement. The Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give the Consultant or its subcontractors reasonable advance notice of intended audits. The Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.18 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

14.19 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Consultant certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the Town determines that the Consultant submitted a false certification, the Town may impose remedies as provided by law including terminating this Agreement pursuant to subsection 13.2 above.

14.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of the Agreement, the Scope of Work, the Fee Proposal, the RFP and the Consultant's Proposal, the documents shall govern in the order listed herein.

14.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.

14.21 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s) ") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Consultant. Consultant may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All Cooperative procurements under this Agreement shall be transacted solely between the requesting of the Eligible Procurement Unit. The exercise of any rights, responsibilities

or remedies by Eligible Procurement Unit shall be the exclusive obligation of such unit. The Town assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The Town shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURES ON FOLLOWING PAGE]

PART B

**TOWN OF BUCKEYE
RFP No. 2012-141**

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

TOWN OF BUCKEYE

Jackie A. Meck, Mayor

ATTEST:

Lucinda Aja, Town Clerk

RECOMMENDED:

Larry D. Price, Finance Director

APPROVED AS TO FORM:

Scott Ruby
Town Attorney

CONSULTANT:

By: _____

Name: _____

Its: _____
(Title)

PART B

**TOWN OF BUCKEYE
RFP No. 2012-141**

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2011,
by Stephen S. Cleveland, the Town Manager of the TOWN OF BUCKEYE, an Arizona
municipal corporation, on behalf of the Town of Buckeye.

Notary Public in and for the State of Arizona

My Commission Expires:

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2011,
by _____ as _____ of _____
_____, a(n) _____, on behalf of the corporation.

Notary Public in and for the State of _____

My Commission Expires:

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF BUCKEYE
AND

[RFP]

See following pages.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF BUCKEYE
AND

[Consultant's Proposal]

See following pages.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF BUCKEYE
AND

[Scope of Work]

See following pages.

SCOPE OF WORK

General Information

The Town of Buckeye requires a Storage Area Network (SAN) device(s) to be deployed at their main data center in the Information Technology (IT) facility. The device(s) will be comprised of a primary unit or set of units in the IT facility and a replication partner(s) that will be located at an alternate location (for disaster recovery). Specifically, the Town seeks to achieve the following objectives:

- Acquire a stable and scalable solution for the Town's growing data infrastructure.
- Increase performance for database applications.
- Centrally manage disk space to optimize use and performance.
- Take advantage of disaster recovery technologies inherent in software already in use at the Town.

The Town of Buckeye is soliciting proposals from experienced and highly qualified firms to provide and install a new Storage Area Network (SAN) solution. An award from this RFP is expected to result in a firm, fixed price contract for the purchase, installation and configuration of a SAN solution. The solution should include maintenance for not less than three years; cover software upgrades and hardware failure; and have an option to extend coverage for additional years.

The proposed SAN solution should include a minimum of 45 TB's of writeable disk capacity and the flexibility to increase writeable disk capacity by 20TB's without the need to replace, modify, or add to the delivered SAN equipment; the exception being additional disk drives as needed.

Organization Information

Only the Information Technology Department will be directly involved in this project.

Computing Environment

The Town's computing environment is comprised of approximately 50 server-class systems located in the IT facility and approximately 351 workstation-class computers spread across multiple facilities.

Networking and Topology Information

The Town's network is a hub and spoke configuration. Approximately 30 facilities are connected back to the central location via fiber, wireless, and leased line connections. The Town's switching infrastructure is Cisco and Juniper based.

Server Information

The data center in the Town is a host to a mix of servers, primarily running Windows Server 2003 and Windows Server 2008. Approximately one-half of the servers in use are virtualized

using VMWare. The majority of servers connect to an existing X-IO ISE SAN with aDataCoreSANsymphony storage virtualization solution.

The Town currently uses Microsoft Data Protection Manager as its backup solution and intends to install VEEAM for off-site backup of the virtual environment.

Technical Specifications and Requirements

The Town of Buckeye is seeking a proposal that best addresses its current needs and offers the ability to expand the capacity and capabilities of the SAN to meet changing needs over the lifespan of the SAN equipment. The Town anticipates housing all hardware, software and networking components of the project in the IT facility and a portable self-enclosed unit (for disaster recovery). In an effort to help us identify the best solution, describe how your proposed solution will meet the needs of the Town. Along with providing answers to the following questions, the Town invites all proposers to provide any additional information on features and capabilities that distinguish the proposed solution from competing solutions.

a. CoreStorage:

- i. Provide an overview of your solution including the function of subcomponents and how your proposed solution would support the elements of the Town's technology infrastructure as described in the Appendices.
- ii. Describe how your product testing differentiates you from competing products.
- iii. How readily available is the product and what is the order lead time?
- iv. Could additional drives be purchased through multiple distribution channels and would they be supported?
- v. How mature is your proposed solution?
- vi. What is the product roadmap for the proposed solution?
- vii. Describe the storage capacity of your proposed products. A minimum of forty-five (45) Terabytes disk capacity capable of data file storage when first installed and configured.
- viii. Describe the ability of your products to expand with the growth of the storage needs beyond the initial 45 TB's, including a description of additional hardware such as drive cages, compute nodes, and networking equipment. The proposed solution will require capability of being extended by an additional 20TB of data file storage without the need to replace, modify, or add to the delivered SAN equipment with the exception of adding additional disk drives as needed. Explain what would be required for expansion beyond the 65 TB of file storage capacity described in this section.
- ix. Describe how failure of hardware and software components are managed to ensure non-stop function and prevent the loss of data. Please indicate not only how data and function are protected within the SAN

configuration as a whole, but also how they are protected on each node in the configuration down to the component level (such as RAID configuration within each SAN node).

- x. Describe how your solution protects the integrity and availability of data during a network outage (I.E. a switching or routing failure).
- xi. Describe how data loss is minimized or avoided with your solution when an immediate or “non-graceful” shutdown is experienced.
- xii. Describe hardware and service monitoring capabilities provided with the solution. For example, are there any sensors or monitors that will automatically contact support when a hardware or software failure is detected?
- xiii. Describe how function of the SAN can provide asynchronous replication over slower WAN links to cloud-based disaster recovery repositories.
- xiv. Describe the components that may be hot swapped to ensure minimal opportunity for complete system failure through the loss of common hardware failures such as the loss of power to a single power cord, loss of power supplies, loss of disk drives, loss of HBAs, and any other redundancies built into your proposed solution.
- xv. The proposed solution should have at least two (2) ten (10) Gigabit Ethernet adapters per each SAN chassis; network adapters to work independently in case of a single network interface failure. Describe network failover capabilities if one network interface or network itself is lost.
- xvi. Is it possible to move data from one volume to another without impacting running applications?
- xvii. Does your storage system provide the ability to adjust performance parameters based on changing business requirements? If so, what?
- xviii. Does the system test data for errors when the cache or disk is inactive to help in detecting problems before they can disrupt data flow (sometimes called cache or disk scrubbing)?
- xix. Can you dynamically expand volumes (physically, logically, plus re-stripe)?
- xx. Can you dynamically shrink logical volumes, plus re-stripe?
- xxi. Is there a volume limit, and if so, what is it? Is there a volume size limit, and if so, what is it?
- xxii. What RAID levels are available with your solution and can RAID levels be changed on the fly?
- xxiii. What are the rules that must be followed when adding disk or disk shelves?
- xxiv. Can you upgrade to larger capacity disk drives as they become available?

- xxv. Can you mix and match disk drives, both size and type? What types? Are SSD drives available as an option?
- xxvi. Would planned outages be necessary for software/firmware upgrades? If so, please explain.

b. System Management

- i. Describe the general capabilities of your management console software and its ability to:
 - 1. Globally manage all volumes from a single GUI management console.
 - 2. Re-size volumes “on-the-fly” without the need to reformat volumes within the host operating system.
 - 3. Allow for dynamic growth or reconfiguration of disk volumes with no interruption of services.
 - 4. Support simplified installation of new disk drives to a volume.
 - 5. SAN DR data replication capabilities.
 - 6. SAN Snapshot creation, retention and rollback.
 - 7. Data deduplication capabilities.
 - 8. Remote administration capabilities built-in or provided with your solution.

c. Network

- i. Describe and incompatibilities with or changes required with the Town’s network infrastructure.
- ii. Describe the ability to use and any limitations in using redundant network paths to/from each server.
- iii. Describe the ability to support network ports as slow as 100Mbps and as fast as 10Gbps.

d. Installation

- i. This project requires all hardware and labor for equipment mounting, installation and configuration. Describe general services proposed that will allow the Town of have effective use of the solution as quickly as possible.
- ii. Provide a sample timeline for the implementation of the proposed solution.
- iii. Describe any data center equipment or software services that HACSC may require to support the use of the proposed SAN.
- iv. Services must include installation and configuration of all NICs that will connect to any of the SAN systems to include (but not be limited to): hardware, software and drivers. Describe any limitations of your proposal regarding the configuration of support software.

- v. Describe configuration of SAN management software including configuration of all SAN nodes, server connectivity; initial setup and mapping of LUNs as required for the servers.
- vi. Describe the migration process for moving from the existing SAN to the new one.
- vii. Describe the training of Town IT staff members. Vendor should assume that IT staff has moderate SAN experience.

e. Support

- i. Is local hardware support available?
- ii. Are repair parts available on-site within 4 hours? If not, what options do you offer for spare parts delivery/availability?
- iii. Based upon the proposed solution, would a data-in-place upgrade be an option within the product family? If so, please describe your data-in-place upgrade in detail, including any hardware required to be added to accomplish the upgrade.
- iv. Describe your problem escalation process.
- v. How is your customer support organization structured, and how is support provided?
- vi. What is the warranty period for the hardware and software?

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF BUCKEYE
AND

[Fee Proposal]

See following pages.

FEE PROPOSAL

The Proposal must contain a fee schedule that includes estimated hours, rates, training and overall price for the complete project. Labor hours and equipment costs shall be denoted separately. The fee schedule shall list specific equipment by manufacturer's part number and include per unit pricing for each major component. In addition to the complete project cost, the contractor shall submit pricing for support and maintenance contracts in a yearly format for a minimum of three (3) years with an option for additional years.